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UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA

MARK SNOOKAL, an individual,

Plaintiff,

vs.

CHEVRON USA, INC., a California  
Corporation, and DOES 1 through 10,  
inclusive,

Defendants.

) CASE NO.: 2:23-cv-6302-HDV-AJR  
)  
)  
) **PLAINTIFF MARK SNOOKAL'S**  
) **NOTICE OF MOTION AND MOTION**  
) **FOR ATTORNEYS' FEES AND COSTS**  
)  
) *[Filed concurrently with Tables 1 and 2 to*  
) *Plaintiff's Motion for Attorneys' Fees and*  
) *Costs, Declarations of Dolores Y. Leal, Olivia*  
) *J. Flechsig, Renee Mochkatel, Karis Stephen,*  
) *Sabrina Medler, J. Bernard Alexander, Lisa*  
) *Bloom, Tamara Freeze, and Mark Snookal;*  
) *and [Proposed] Order Granting Plaintiff's*  
) *Motion for Attorney's Fees and Costs]*  
)  
) District Judge: Hon. Hernan D. Vera  
) Magistrate Judge: Hon. A. Joel Richlin  
) Action Filed: August 3, 2023  
) Trial Date: August 19, 2025  
)  
) Hearing Date: November 13, 2025  
) Hearing Time: 10:00 a.m.  
) Courtroom: 5B  
)  
)  
)

1 **TO THE HONORABLE COURT, ALL PARTIES, AND THEIR ATTORNEYS OF**  
2 **RECORD:**


3 **PLEASE TAKE NOTICE** that on November 13, 2025 at 10:00 a.m., or as soon as  
4 possible thereafter as the matter may be heard, in Courtroom 5b in the above-referenced Court,  
5 located at 350 W. First Street, Los Angeles, CA 90012, before the Honorable Hernan D. Vera,  
6 Plaintiff Mark Snookal will, and does hereby, move the Court for an Order for Attorneys' Fees  
7 and Costs pursuant to Cal. Gov't Code 12965, Local Rules 54-7 and 6-1, and the Court's Civil  
8 Stating Order Section F. This motion is based upon the following grounds: Plaintiff Mark  
9 Snookal, as the prevailing party, is entitled to an award of attorney fees and costs pursuant to the  
10 California Fair Employment and Housing Act ("FEHA"), California Government Code § 12965,  
11 et seq.

12 This Motion is based upon this Notice, the Memorandum of Points and Authorities in  
13 Support Thereof, the declarations of the attorneys who worked on this case (Dolores Leal, Olivia  
14 Flechsig, Renee Mochkatel, Karis Stephen, and Sabrina Medler) and respective Exhibits thereto;  
15 the supporting declarations of experienced Southern California employment lawyers (J. Bernard  
16 Alexander III, Lisa Bloom, and Tamara Freeze) and respective Exhibits thereto; the declaration  
17 of Plaintiff Mark Snookal; as well as all pleadings, papers, and documents filed in the above-  
18 entitled action, and oral and/or documentary evidence as may be presented at any hearing on  
19 said Motion.

20 Respectfully Submitted,

21 DATED: September 17, 2025

ALLRED, MAROKO & GOLDBERG

22 By:   
23 DOLORES Y. LEAL  
24 OLIVIA FLECHSIG  
25 Attorneys for Plaintiff,  
26 MARK SNOOKAL  
27  
28

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**MEMORANDUM OF POINTS AND AUTHORITIES**

On September 3, 2025, the Court entered judgment in Plaintiff Mark Snookal's favor against Defendant Chevron USA, Inc. for \$4 million in Mr. Snookal's California Fair Employment and Housing Act ("FEHA") disability discrimination case. This is an excellent result for Mr. Snookal, and this case may be the first time a Plaintiff has *ever* prevailed in a case in which, as here, the Defendant asserted a direct threat defense to disability discrimination pursuant to Cal. Code Regs., tit. 2, § 11067.

Prior to trial, Defendant Chevron USA, Inc. ("Defendant" or "Chevron") failed to settle this case during two prior mediations and only made an Offer of Judgment after the deadline to do so. The verdict exceeded this offer by over five times, not including any award of attorneys' fees and costs. In addition, Defendant's dilatory tactics during discovery resulted in significant additional work for Mr. Snookal's counsel, including opposing two of Chevron's Motions for Summary Judgment, two *Ex Parte* Applications concerning Chevron's unreasonable discovery delays, and four Informal Discovery Conferences to obtain necessary discovery.

A prevailing Plaintiff in a FEHA case is entitled to attorneys fees and reimbursement of reasonable costs. Here, Mr. Snookal prevailed on his FEHA cause of action for disability discrimination, the FEHA requires recovery of reasonable attorneys fees and costs for the vindication of his civil employment rights. Cal. Gov. Code § 12965(c)(6). The California legislature specifically recognizes the importance of encouraging committed, skilled Plaintiff-side attorneys to take cases that result in enforcement of the state's civil rights statutes, including those protected by the FEHA.

Plaintiff's counsel was required to expend over thirteen-hundred (1300) hours of attorney time, to say nothing of the additional investment of time made by legal support staff. Plaintiff's counsel also advanced \$155,277.39 in actual costs in order to seek justice for Mr. Snookal, which efforts resulted in a landmark verdict of \$4 million. Plaintiff's counsel took this case on a contingency fee basis, and while litigating this case for well over two years, Plaintiff's counsel has not received payment.

The lodestar in this matter is \$1,124,050.50. Plaintiff seeks a multiplier of 2.0 because of

1 the novelty and complexity of the litigation; the skill displayed in presenting the case; the  
2 successful result obtained against an exceptionally well-resourced Defendant; the contingent  
3 nature of the attorneys fees; and preclusion from other work due to the litigation. The total  
4 attorneys' fees sought therefore total \$2,248,101.00 after the requested 2.0 multiplier. Plaintiff  
5 also seeks litigation costs in the amount of \$155,277.39.

6 **I. FACTUAL OVERVIEW**

7 **A. Chevron Failed to Settle the Case Despite Ample Opportunity to Do So**

8 Mr. Snookal repeatedly engaged in good-faith efforts to settle this case prior to trial.  
9 First, Mr. Snookal participated in an early mediation process with the California Department of  
10 Fair Employment and Housing ("DFEH") in or about 2022 prior to filing the instant lawsuit  
11 against Chevron. (Snookal Decl. at ¶8.) In June of 2024, Parties participated in a private  
12 mediation with Angela Reddock-Wright, a highly respected mediator, to whom both parties  
13 agreed. (Flechsigs Decl. at ¶32.) Chevron still did not settle the case, even after Ms. Reddock-  
14 Wright continued efforts to settle the case up until the eve of trial. (Id.) Most recently, on August  
15 6, 2025, Chevron made an Offer of Judgment pursuant to FRCP 68 in the Amount of \$750,000  
16 (inclusive of attorneys' fees and costs). (Id. at ¶33, Exh. A.) In addition to not being a sufficient  
17 offer, Chevron's Offer or Judgment was made only thirteen days before the August 19, 2025  
18 trial start date and was therefore, a day too late under Rule 68's fourteen-day deadline. (Id.)

19 **B. Chevron Created Extensive Superfluous Work for Plaintiff's Counsel with Its**  
20 **Dilatory Tactics in Discovery**

21 In addition to squandering the opportunities to settle, Defendant engaged in egregious  
22 discovery delay tactics, resulting in avoidable extra work for Plaintiff's counsel and often  
23 forcing Plaintiff's counsel to work under crisis conditions, precluding other work during these  
24 intervals. (Flechsigs Decl. at ¶33-35.)

25 This case involves a sophisticated Defendant which made repeated choices to  
26 aggressively litigate in hopes of overwhelming a comparatively financially weak Plaintiff. (See  
27 Id. at ¶31-35; Snookal Decl. at ¶8.) Not only is Plaintiff entitled to recover the full attorneys'  
28 fees and costs incurred, but the incursion of these fees were necessitated by Defendant's



1 aggressive tactics in placing impediments in the path of Plaintiff's success during discovery.  
2 Even so, Plaintiff obtained a \$4 million judgment against Defendant via an unanimous, eight-  
3 person jury verdict.

4 This motion is made following the meet and confer efforts of counsel pursuant to L.R. 7-  
5 3 which took place via videoconference or about September 10, 2025 and via email  
6 correspondence thereafter. (Flechsigs Decl. at ¶ 19, Exh. A.)

## 7 **II. ARGUMENT**

### 8 **A. Mr. Snookal is Entitled to Full Attorneys' Fees**

9 The prevailing Plaintiff in a FEHA action is entitled to attorneys' fees and costs pursuant  
10 to Government Code § 12965(c)(6). See also, *Steele v. Jensen Instrument Co.*, 59 Cal.App.4th  
11 326, 331 (1997).

12 California's FEHA fee statutes are intended to assure that attorneys are available to take  
13 on and pursue private actions to enforce the important public policies embodied in the FEHA.  
14 *Flannery v. Prentice*, 26 Cal.4th 572, 582-3 (2001). The statutes are intended to ensure that an  
15 attorney who takes such a case will receive full compensation for all time reasonably spent.  
16 *Ketchum v. Moses* 24 Cal. 4th 1122, 1132 (2001); *Horsford v. Board of Trustees*, 132  
17 Cal.App.4th 359, 394 (2005).

18 In a FEHA case, "a prevailing plaintiff ... "should ordinarily recover an attorney's fee  
19 unless special circumstances would render such an award unjust' [citation omitted]." *Linsley v.*  
20 *Twentieth Century Fox Films Corp.*, 75 Cal.App.4th 762, 765-6 (1999). No such special  
21 circumstances exist here.

22 The attorney fee award "should ordinarily include compensation for all the hours  
23 reasonably spent, including those relating solely to the fee." *Ketchum*, 24 Cal.4th at 1133; *see*  
24 *also Horsford*, 132 Cal.App.4th at 395 (goal of lodestar method is to "fully compensate counsel  
25 for the prevailing party for services reasonably provided..."). The goal is to attract skilled  
26 lawyers to enforce the fundamental public policies behind these statutes. *Flannery*, 26 Cal.4th at  
27 582-583. To accomplish this goal, fee awards must make civil rights cases as financially  
28 attractive as "other types of equally complex... litigation." *Blum v. Stenson* (1984) 465 U.S. 886,

1 893. The expectation of full compensation promotes the underlying policy for the fee recovery:  
2 "It must be remembered that an award of attorney fees is not a gift. It is just compensation for  
3 expenses actually incurred in vindicating a public right." *Sundance v. Municipal Court*, 192  
4 Cal.App.3d 268, 273 (1987). Here, Plaintiff's counsel has successfully vindicated a public  
5 interest under the FEHA and should receive full compensation for same.

6 **B. The Lodestar Method is Applied to Statutory Fee Cases**

7 The "lodestar method" applies to attorneys' fees awarded to prevailing parties in  
8 statutory fee cases. *Serrano v. Priest* 20 Cal.3d 25 (1977) ("*Serrano III*"); *Ketchum*, 24 Cal.4th  
9 at 1132, 1134; *Horsford*, 132 Cal.App.4th at 394. Under this approach, the Court determines a  
10 reasonable hourly rate for each prevailing attorney, law clerk, or paralegal, and the number of  
11 hours reasonably spent by each person. The total sum of each person's rate multiplied by their  
12 hours spent is the "lodestar," which the trial court may increase by a multiplier according to  
13 multiple factors. *See Greene v. Dillingham Construction*, 101 Cal.App.4th 418, 428 (2002)  
14 (remanding for determination of a multiplier upon lodestar based upon contingent risk).

15 The Court's exercise of discretion over a fee is not unlimited – it must be reasonably  
16 based upon the lodestar adjustment method. *See, e.g., Ketchum*, 24 Cal.4th at 1134 (quoting  
17 *Press v. Lucky Stores, Inc.*, 34 Cal.3d 311, 322 (1983)). The lodestar method "is the only way of  
18 approaching the problem that can claim objectivity, a claim which is obviously vital to the  
19 prestige of the bar and the courts." *Ketchum*, 24 Cal.4th at 1132.

20 **i. Counsel's Hourly Rates Are Reasonable**

21 Step one in determining the lodestar amount is to determine the reasonable hourly rates  
22 for each person. *Ketchum*, 24 Cal.4th at 1132-34; *Serrano v. Unruh* (1982) 32 Cal.3d 621, 640  
23 (*Serrano IV*). In determining a reasonable hourly rate, the Court should consider the applicants'  
24 customary billing rates and the prevailing rate charged by attorneys of similar skill and  
25 experience for comparable legal services in the community. *Serrano IV*, 32 Cal.3d. at 640-43;  
26 *Ketchum*, 24 Cal.4th at 1132.

27 "The reasonable market value of the attorney's services is the measure of a reasonable  
28 hourly rate. This standard applies regardless of whether the attorneys claiming fees charge

nothing for their services, charge at below-market or discounted rates, represent the client on a straight contingent fee basis, or are in-house counsel.” *Syers Properties III, Inc. v. Rankin*, 226 Cal.App.4th 691, 701 (2014). “There is no requirement that the reasonable market rate mirror the actual rate billed.” (*Id.*) Requested rates are reasonable if they are “within the range of reasonable rates charged by and judicially awarded comparable attorneys for comparable work.” *Children’s Hospital & Medical Center v. Bonta (CHMC)*, 97 Cal.App.4th 740, 783 (2002).

Importantly, courts must look to the rates at the time of the prevailing party’s fee application and not the rates charged at the time the litigation began. *Gates v. Deukmejian*, 987 F.2d 1392, 1406 (9th Cir. 1992).) As such, of Plaintiff’s attorneys’ hours, even those from the beginning of her representation, are to be calculated at the *present* Lodestar rate, without discount.

Based on the experience of counsel and appropriate market rates, the hourly rates requested are:

Attorney	Date Admitted to CA Bar	Hourly Rate
Dolores Y. Leal	June 1988	\$1200
Olivia J. Flechsig	January 2021	\$650
Renee Mochkatel	December 1982	\$1200
Karis Stephen	December 2023	\$450
Sabrina Medler	December 2024	\$450

One indicator of current market rates are the rates previously approved for the applicant attorney(s). For example, some of the previously rates for Plaintiff’s counsel include \$550 an hour for Olivia J. Flechsig in May of 2024 (Flechsig Decl. at ¶15.). Karis Stephen’s hourly rate while an employment litigation Associate at a defense-side firm was higher than her requested rate of \$450 an hour despite having more skills, training, qualifications and experience today (Stephen Decl. at ¶7.) The rates sought in the instant motion reflect a modest increase from previous rate awarded given inflation and increases in the market rates over time. Each of the

1 applying attorneys have submitted declarations in support of this motion outlining their  
2 qualifications and experience. (See generally, Declarations of Dolores Y. Leal, Olivia J.  
3 Flechsig, Renee Mochkatel, Karis Stephen, and Sabrina Medler.)

4 Another indicator of current market rates are the rates charged by, and approved for,  
5 comparable employment attorneys in the Southern California community. Plaintiff has provided  
6 three declarations from other respected plaintiffs' employment attorneys in the region to  
7 demonstrate the reasonableness of the requested rates.

8 J. Bernard Alexander: Mr. Alexander was admitted to the California Bar in 1987 (as  
9 compared to Ms. Mochkatel's admission in 1982, and Ms. Leal's in 1988). (Alexander Decl. at  
10 ¶5.) His qualifications are further detailed in his declaration. Multiple courts have awarded him  
11 hourly rates of \$1,100 for fee motions made approximately two years ago, and Mr. Alexander  
12 has multiple fee motions pending at higher requested hourly rates up to \$1,300. (Id. at ¶15.)

13 Lisa Bloom: Ms. Bloom was admitted to the California Bar in 1986. (Bloom Decl. at ¶3.)  
14 Her qualifications are further detailed in her declaration. She was awarded an hourly rate of  
15 \$975 nearly 6 years ago. (Bloom Decl. at ¶5.) She currently charges her hourly clients a rate of  
16 \$1250. (Id. at ¶11.)

17 Tamara Freeze: Ms. Freeze was admitted to the California Bar in 2005. (Freeze Decl. at  
18 ¶5.) Her qualifications are further detailed in her declaration. In 2024, two courts awarded Ms.  
19 Freeze an hourly rate of \$900 (for obtaining a verdict of \$800,000) and \$950 (for obtaining a  
20 verdict of \$2,248,290.07), respectively (Id. at ¶14-15.) Here, the verdict attained is higher, and  
21 Ms. Leal and Ms. Mochkatel have decades more experience practicing employment law than  
22 Ms. Freeze.

23 Mr. Alexander, Ms. Bloom, and Ms. Freeze, all of whom specialize in Plaintiff-side  
24 employment law in the Southern California area, also all attest that the rates requested by  
25 Plaintiff are reasonable and comparable given his counsel's skills, qualifications, and  
26 experience.

27 A third indicator that the requested rates are reasonable is the rates sought by  
28 employment defense attorneys. In addition to the information attested to by Ms. Stephen in her

1 recent experience as a defense-side Associate (Stephen Decl. at ¶7), Exhibit 1B to Mr.  
2 Alexander's declaration notes the recent rates billed by defense-side firm Munger, Tolles and  
3 Olsen, a firm comparable to Sheppard, Mullin & Richter. (Alexander Decl. at ¶17; Leal Decl. at  
4 ¶19.) These rates are *significantly* higher than those requested by Plaintiff's counsel. For  
5 example, 1<sup>st</sup> and 2<sup>nd</sup> year associates' hourly rates are billed at \$745 and \$820, respectively. (Id.)  
6 The hourly rate listed by Munger Tolles and Olson which aligns most costly with Ms. Leal's and  
7 Ms. Mochkatel's hourly rate of \$1200 is a 7<sup>th</sup> year associate at \$1,180, despite their decades of  
8 additional experience. (Leal Decl. at ¶22.)

9 Voluminous evidence in the form of (1) previously approved rates for the attorneys in  
10 this matter, (2) declarations and approved rates for comparable plaintiff-side attorneys in the  
11 employment law community, and (3) declared rates of defense-side employment attorneys  
12 demonstrates that the rates sought by Plaintiff's counsel here are well within the market rates for  
13 employment attorneys in Los Angeles, California.

14 **ii. The Hours Spent Litigating this Case Were Reasonable**

15 The second step of the lodestar calculation is to determine the hours reasonably  
16 expended in preparing and litigating the case. Reasonable hours include a very broad spectrum  
17 of work, such as: (1) time spent before the lawsuit was filed, e.g., client interviews,  
18 investigation, preparing the initial pleadings, and exhausting administrative remedies; (2) time  
19 spent litigating the matter, from discovery through trial, including reasonable travel time; (3)  
20 work during the course of litigation, such as consulting with jury experts, performing research,  
21 drafting and revising pleadings, and conferring with clients and other counsel; and (4) time spent  
22 preparing and litigating the attorney fee motion itself. See, e.g., *Serrano III*, 20 Cal.3d at 48-49;  
23 *Serrano IV*, 32 Cal.3d at 639; *Citizens Against Rent Control v. City of Berkeley*, 181 Cal.App.3d  
24 213, 233 (1986); see also *Hensley v. Eckerhart*, 461 U.S. 424, 430 (1983); *New York Gaslight*  
25 *Club v. Carey*, 447 U.S. 54, 62 (1980); *Stokus v. March* 217 Cal.App.3d 647, 655-6 (1990).  
26 Reasonable hours even include time spent by more than one attorney on a particular task,  
27 provided there is no duplication of effort. *Horsford*, 132 Cal.App.4th at 396; *Davis v. City &*  
28 *County of San Francisco*, 976 F.2d 1536, 1544 (9th Cir. 1992). Hours are reasonable if they

1 were reasonably directed to furthering the client’s interests: compensation is appropriate for  
2 “every item of service which, at the time rendered, would have been undertaken by a reasonable  
3 and prudent lawyer to advance or protect his client’s interest...” *Moore v. Jas. H. Matthews &*  
4 *Co.*, 682 F.2d 830, 839 (9th Cir. 1982). Once the moving party documents its claim with time  
5 records, the burden shifts to the defendant to show that specific time is unreasonable. *Hadley v.*  
6 *Krepel*, 167 Cal.App.3d 677, 682 (1985); *Horsford*, 132 Cal.App.4th at 397 (counsel’s time  
7 records are “the starting point for [the trial court’s] Lodestar determination”). “[T]he verified  
8 time statements of the attorneys, as officers of the court, are entitled to credence in the absence  
9 of a clear indication the records are erroneous.” *Horsford*, 132 Cal.App.4th at 396. In sum, the  
10 goal is to ensure that “[t]he attorney who takes a FEHA case can anticipate receiving full  
11 compensation for every hour spent litigating a claim...” *Beaty v. BET Holdings, Inc.*, 222 F.3d,  
12 612 (9th Cir. 2000).

13 Detailed, contemporaneous time records are attached to and discussed in the  
14 accompanying declarations. (Leal Decl. at ¶24, Exh. A.)

15 Counsel was conscious not to duplicate efforts in litigation and spent time judiciously.  
16 And, this case was staffed reasonably, with Ms. Leal and Ms. Flechsig handling almost all of the  
17 case’s elements from its inception through trial. Plaintiff’s counsel refrained from billing or  
18 requesting the time spent in consultation with its named Partners, and for time incurred by non-  
19 attorney staff. (Leal Decl. at ¶25; Flechsig Decl. at ¶ 18.) Still, this case was extremely time-  
20 consuming and labor intensive and Plaintiff’s counsel had to oppose two of Chevron’s Motion  
21 for Summary Judgment; file two *Ex Parte* Applications concerning Chevron’s discovery delay;  
22 spend numerous hours spent meeting and conferring about discovery; attend four Informal  
23 Discovery Conferences to obtain necessary discovery from Chevron; and reviewed thousands of  
24 documents produced, culminating in four days of trial. (Flechsig Decl. at ¶34-36.) Chevron’s  
25 unreasonable discovery delays were directly responsible for generating significant extra work in  
26 an apparent attempt to overpower Mr. Snookal’s resources. (Id.) Still, he prevailed.

27 As discussed above, Chevron also had multiple opportunities to settle this matter when  
28 the attorneys’ fees were a fraction of what they are today (and even before litigation was

initiated), but they chose not to do so. (Id. at ¶32-33; Snookal Decl. at ¶8.)

As the Seventh Circuit Court of Appeals observed in *Cuff v. Trans States Holdings, Inc.* 768 F.3d 605, 611 (7th Cir. 2014), **employers must not be permitted to force plaintiffs to incur exorbitant fees and costs, then avoid responsibility for the result:**

*Fee-shifting statutes [] are designed to prevent the potentially high costs of litigation from stifling justified claims. ... A business that can establish a reputation for intransigence may end up not paying damages and not having to defend all that often either, because if a prevailing party who litigates to victory gets only a small award of fees the next would-be victim will see that litigation is futile and the employer won't have to repeat the costly defense. That's why ... hyperaggressive defendants who drive up the expense of litigation must pay the full costs, even if legal fees seem excessive in retrospect.*

The hours spent by Plaintiff on this matter were necessitated by the circumstances of the case. Defendant cannot now claim that Plaintiff's hours were unreasonable when their own unreasonable settlement posture and dilatory tactics caused Plaintiff to incur these hours. The lodestar, calculated by multiplying each person's reasonable hours by their hourly rate, totals \$1,135,750.5. (See Leal Decl. at ¶24, Exh. A; 27.)

ATTORNEY	HOURLY RATE	HOURS	TOTAL FEES
Dolores Y. Leal	\$1200	519.90	\$623,880
Olivia J. Flechsig	\$650	604.17	\$392,710.50
Renee Mochkatel	\$1200	33.6	\$40,320
Karis Stephen	\$450	111.8	\$50,310
Sabrina Medler	\$450	37.4	\$16,830

Where a plaintiff has obtained excellent results, his attorney should recover a fully compensatory fee ... encompass[ing] all hours reasonably expended on the litigation....” *Feminist Women’s Health Ctr. v. Blythe*, 32 Cal.App.4th 1641, 1674 at fn. 8 (1995). Here, the \$4 million result further justifies the award of the full lodestar.

**C. A Multiplier to the Lodestar Should be Awarded to Account for the Case-Specific Circumstances**

Once the Court establishes the lodestar amount, it should enhance that amount by the



1 application of a "multiplier" in order to make an appropriate fee award. *Ketchum*, 24 Cal.4th at  
2 1132-34; *Serrano III*, 20 Cal.3d at 48; *Press*, 34 Cal.3d 311, 321-22; *Horsford*, 132 Cal.App.4th  
3 at 394-95.

4 “A lawyer who both bears the risk of not being paid and provides legal services is not  
5 receiving the fair market value of his work if he is paid only for the second of these functions. If  
6 he is paid no more, competent counsel will be reluctant to accept fee award cases.” (*Horsford*,  
7 *supra*, 132 Cal.App.4th at 395.) “It has long been recognized[,] that the contingent and deferred  
8 nature of the fee award in a civil rights or other case with statutory attorney fees requires that the  
9 fee be adjusted in some manner to reflect the fact that the fair market value of legal services  
10 provided on that basis is greater than the equivalent noncontingent hourly rate.” (Id.) After the  
11 Lodestar rate has been ascertained, it may be enhanced to take into account other factors that go  
12 into the determination of reasonable attorneys’ fees, including: the skill displayed in presenting  
13 the issues; and the contingent nature of the fee award. (*Ketchum*, 24 Cal.4th at 1132.) Moreover,  
14 the Court of Appeal in *Horsford* held that the failure to apply a multiplier to account for the risk  
15 involved was an abuse of discretion, absent some extraordinary reason for not doing so.  
16 *Horsford, supra*, 132 Cal.App.4th at 395. “[T]he unadorned lodestar reflects the general local  
17 hourly rate for a fee-bearing case; it does not include any compensation for contingent risk,  
18 extraordinary skill, or any other factors a trial court may consider ...” *Ketchum*, 24 Cal.4th at  
19 1138.

20 Enhancements may range anywhere from “2 to 4 or even higher.” *Wershba v. Apple*  
21 *Computer*, 91 Cal.App.4th 224, 255 (2001). See also, e.g., *City of Oakland v. Oakland Raiders*,  
22 203 Cal.App.3d 78, 82 (1988) (awarding a multiplier of 2.34); *Coalition for L.A. City v. Board*  
23 *of Supervisors*, 76 Cal.App.3d 241(1977) (awarding a multiplier of 2.04); *see also In re Vitamin*  
24 *Cases* (Cal. Super. Ct. Apr. 12, 2004) 2004 WL 5137597, at \*\*11, 14 (“[A]fter a full review of  
25 the record, this Court concluded that a multiplier of two on Plaintiffs' Counsel's lodestar was  
26 appropriate in part due to the contingent nature of the case-that is, the risks faced by  
27 Plaintiffs....[T]he court reaffirms its conclusion....The Court finds that the requested multiplier  
28 of 1.99 is low compared to many multipliers awarded in similar litigation.”).



1 Several factors may be considered in determining whether to augment the fee award with  
2 a multiplier, including but not limited to: (1) the novelty and difficulty of the questions involved  
3 and the skill displayed in presenting them; (2) the extent to which the litigation precluded other  
4 employment by the attorneys; (3) the contingent nature of the fee award, both from the point of  
5 view of eventual victory on the merits and the point of view of establishing eligibility for an  
6 award; (4) the result obtained by the litigation; (5) the quality of the representation; and (6) any  
7 delay in receipt of payment. *Ketchum*, 24 Cal.4th at 1132-34; *Serrano III*, 20 Cal.3d at 48;  
8 *Press*, 34 Cal.3d at 321-22; *City of Oakland*, 203 Cal.App.3d at 83; *Downey Cares v. Downey*  
9 *Comm. Dev. Com* (1987) 196 Cal.App.3d 983, 995, n.11.1

10 *1. Difficulty of the Issues and the Skill Displayed in Presenting Them*

11 The Court acknowledged Plaintiff's counsel skill in presenting the case on the record.  
12 Such skill was required to overcome Chevron's staunch opposition through their own attorneys.  
13 This case was especially difficult and novel, given Chevron's assertion of a direct threat defense  
14 in addition to the factual issues presented, necessitating expert testimony regarding Mr.  
15 Snookal's heart condition, the purported risks of complication, medical treatment of said  
16 condition, and questions concerning the infrastructure available in a remote area of Nigeria.

17 In mounting its direct threat affirmative defense, Chevron made repeated references at  
18 trial to purported potential threats such as sea pirate attacks, kidnappings by Boko Haram, fire,  
19 explosions, a "ticking time bomb" in Mr. Snookal's chest, and even the threat of mass casualties  
20 and environmental disaster. Nonetheless, the jury unanimously concluded that Mr. Snookal's  
21 disability did not pose an imminent and substantial threat to himself or to others, and awarded  
22 him a multi-million dollar verdict.

23 Plaintiff is not aware of *any* other case in which a Plaintiff prevailed despite this  
24 affirmative defense, and Defendant's counsel highlighted as much during oral argument  
25 regarding Chevron's Motion for Summary Judgment, which Plaintiff nonetheless overcame.  
26 (Flechsig Decl. at ¶31.) The issues were thus both extremely novel and particularly difficult.

27 *2. Results Obtained*

28 The results obtained may be considered in determining an appropriate multiplier. *See*,

1 *e.g., City of Oakland*, 203 Cal.App.3d 78, 80, 83; *Wallace v. Consumers Cooperative of*  
2 *Berkeley, Inc.*, 170 Cal. App.3d 836, 850 (1985). Despite the disparity in resources, and the  
3 challenges and novelty of the case, Plaintiff's counsel persevered in obtaining a \$4 million  
4 verdict. Such an award is extraordinary, especially for a case in which punitive damages were  
5 not available. According to the Daily Journal, which tracks verdicts and settlements, Mr.  
6 Snookal's verdict is the 15th highest disability discrimination verdict in their records of 281  
7 verdicts (which includes multi-plaintiff and class actions verdicts and settlements). (Flechsig  
8 Decl. at ¶30.) That the verdict attained is over five times more than what Defendant offered in its  
9 tardy Rule 68 offer before trial is further evidence of a spectacular result, warranting a  
10 multiplier. (Id. at ¶32, Exh. B.)

### 11 3. *Contingent Risk and Delay in Payment*

12 Plaintiff's counsel accepted and tried this matter on a contingency basis. (Flechsig Decl.  
13 ¶28; Leal Decl. ¶28-29). Most employment litigation plaintiffs, including Mr. Snookal, would be  
14 unable to pay attorneys on an hourly basis and can obtain representation only from counsel who  
15 are willing to accept their case on a contingent basis, and to advance either all or substantially all  
16 of the costs. Most plaintiffs' attorneys are neither able nor willing to accept such contingent  
17 cases, unless counsel can anticipate that, if they ultimately prevail after a time-consuming and  
18 expensive trial, they will recover a fee greater than they would have recovered if paid on an  
19 hourly basis. The reason is simple: many contingent cases are lost, resulting in no fee to the  
20 plaintiff's attorney. Other cases settle for figures that result in a contingency fee far below the  
21 actual fees expended by plaintiff's counsel. If, even when a case goes all the way to trial after  
22 years of litigation and the plaintiff prevails, the plaintiff's counsel can only hope to recover the  
23 actual time spent, the risks in taking such cases would so greatly outweigh any potential  
24 "upside" that small firms like Plaintiff's counsel simply could not afford to accept such cases.

25 For this reason, courts have long-recognized "contingent risk" as a factor supporting an  
26 upward enhancement of the lodestar. *See, e.g., Serrano III*, 20 Cal.3d at 49; *Horsford*, 132  
27 Cal.App.4th at 395. The purpose of the contingent risk enhancement is "to compensate for the  
28 risk of loss generally in contingency cases...." *Beasley v. Wells Fargo Bank*, 235 Cal.App.3d

1 1407, 1419 (1991) (disapproved on other grounds) (emphasis deleted). Indeed, as evidenced by  
2 Mr. Snookal's search for counsel, this particular case was one that several other Plaintiff-side  
3 employment attorneys were unwilling or unable to take on. (Snookal Decl. at ¶4-6).<sup>1</sup>

4 Plaintiff's counsel has been working on this matter for over two years without payment.  
5 (Flechs sig Decl. at ¶28.) The contingent risk is heightened by the financial resources Chevron  
6 could, and did bring to bear in decreasing Plaintiff's likelihood of prevailing at trial. A 2.0  
7 multiplier serves to compensate Plaintiff's counsel for the delay in payment for services  
8 rendered, in addition to the risk of non-recovery.

9 *4. Preclusion of Other Work*

10 In determining the lodestar multiplier, Courts may also consider the extent to which the  
11 prevailing party's attorneys were precluded from completing other paying work while tied up in  
12 litigating the matters. *Ketchum*, 24 Cal.4th at 1132-34.

13 Here, the hours incurred in this case by Ms. Flechs sig and Ms. Leal alone total over 604  
14 hours and 519 hours, respectively. (Flechs sig Decl. at ¶17; Leal Decl. at ¶27, Exh. A). Given that  
15 there are 52 weeks in a year, and assuming 40 billable hours per week (to say nothing of  
16 vacation time, holidays, and non-billable work demands), there are 2,080 billable working hours  
17 in a year. These hours therefore constituted approximately 30% of Ms. Flechs sig's total working  
18 capacity over the course of a year, and 25% of Ms. Leal's total working capacity over the same  
19 period. The amount of time invested substantially precluded other work, and further justifies a  
20 2.0 multiplier of the lodestar amount. (See also Leal Decl. at ¶30, 35.)

21 **III. PLAINTIFF IS ENTITLED TO FULL RECOVERY OF HIS COSTS**

22 Plaintiff is also entitled to recover costs, including expert witness fees, pursuant to  
23 Government Code §12965(c)(6). Plaintiff has attached a detailed list of itemized costs, filed  
24 herewith as Exhibit A to the Declaration of Dolores Y. Leal, at pages 33-35. These costs,  
25 totaling \$155,277.39, were all reasonably and necessarily incurred on behalf of Mr. Snookal's  
26

27  
28 <sup>1</sup> The Ninth Circuit also recognizes the difficulty of finding local counsel as a factor to justify increasing the lodestar multiplier. *Fadhl v. City and County of San Francisco*, 859 F.2d 649, 650 (9th Cir. 1988); *Bernardi v. Yeutter*, 951 F.2d 971, 975 (9th Cir. 1991).

1 litigation. He therefore requests that the Court order Defendant to pay a total of \$155,277.39 in  
2 costs.

3 **IV. CONCLUSION**

4 For the foregoing reasons, Plaintiff respectfully requests \$2,248,101.00 in fees after the  
5 2.0 multiplier, and \$155,277.39 in costs.

6  
7 DATED: September 17, 2025

ALLRED, MAROKO & GOLDBERG

8  
9 By: 

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OLIVIA FLECHSIG  
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